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WHITE AND OTHERS v. VALLEY BUILDING & INVESTMENT CO. AND OTHERS.—Decided at Wytheville, July 7, 1898.—*Harrison, J.* Absent, *Cardwell, J.*:

1. **APPEALS**—*Amount in controversy.* Where several parties unite in an appeal, and it appears that there is no joint interest or community of interest among them; that their respective claims each had for its foundation an independent contract which each had the right to enforce without regard to the other, and the interest of no one of them amounts to as much as \$500, the appeal will be dismissed as improvidently awarded.

FRANCIS v. KLINE AND ANOTHER.—Decided at Wytheville, July 7, 1898—*Cardwell, J.*:

1. **TRUST AND TRUSTEES**—*Implied and resulting trusts—Parol evidence to establish trust—Case in judgment.* The evidence in this case shows that the land of the appellant, the title to which was vested in her husband as trustee for her sole and separate use, was conveyed to the appellee, W. G. Cline, and though no trust was declared in the deed it was understood between the parties that he was to hold it for her benefit. The trust, whether implied or resulting, may be established by parol, and has been so established in this cause. And, though the land was exchanged for other lands, the land received in exchange is still in the hands of the appellee and will be impressed with the same trusts as the original tract. Courts of equity follow property impressed with a trust into whatsoever guilty hand it may go.

2. **PRINCIPAL AND AGENT**—*Voidable acts of agent—Ratification by principal—Full disclosures by agent.* Loyalty to his trust is the most important duty which an agent owes to his principal. The dealings of an agent with his principal are closely scrutinized, and the voidable acts of the agent will not be deemed to have been confirmed by the principal except after the fullest disclosure by the agent. Confirmation must be a solemn and deliberate act of the principal after full disclosure by the agent. If the principal's right to impeach a transaction be concealed from him, or a free disclosure be not made to him of every circumstance which it is material for him to know, or if confirmation takes place under pressure or constraint, or by the exercise of undue influence, or under the delusion that the original transaction is binding on him, or if it be merely a continuation of the original transaction, the confirmation amounts to nothing.

3. *Fraud in procurement of judgment or decree—Case in judgment.* If it be alleged and proved that a judgment or decree was procured by fraud, it ceases to protect the wrong-doer, or to obstruct the injured party in the assertion of his rights. In the case in judgment the agreement to dismiss the original suit instituted by the appellant was procured by the fraud of the appellees, and hence the order of dismissal is without effect.

MATNEY v. M. S. & H. A. RATLIFF, ADM'RS.—Decided at Wytheville, July 7, 1898.—*Buchanan, J.*:

1. **SPECIFIC PERFORMANCE**—*Doubtful title.* A court of equity will not decree the specific performance of a contract for the sale of real estate at the instance of